

INSTRUCTIONS TO BIDDERS

1. Pre-bid Conference:

Due to the issues with COVID-19 we will not be having a pre-bid meeting.

2. Receipt and Opening of Bids:

M. Ross, Inc. (herein called Construction Manager) acting as Construction Manager for Cherokee Nation Property Management L.L.C. (herein called the "Owner"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in.

**Due to the issues with COVID-19  
All bids shall be mailed to Cherokee Nation Businesses at the following address:**

Mail Cherokee Nation Businesses.  
ATT: Tina Jones  
777 W. Cherokee St.  
Catoosa, Ok 74015

and designated as:

**Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion**

**Bid Package #: 10A Toilet Compartments and Accessories**

Cherokee Nation Property Management or the Construction Manager expressly reserves the right to waive any formalities or minor irregularities and to reject any or all bids. Combination of Bid Packages may be subject to rejection. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof.

**Bids submitted must be postdated no later than May 22, 2020.**

Bids will be opened in private by Cherokee Nation Property Management and M. Ross, Inc.

3. Preparation of Bid:

- a. Each bid proposal must be submitted on the prescribed form. All blank spaces for bid prices must be filled in, ink or typewritten in both words and figures. In the event of a discrepancy, words will take precedence.
- b. Bidder shall submit proposals using the prescribed forms included herein. Bidder must also include an electronic version on a USB thumb drive.
- c. Bidders must deposit with each bid, security in the amount and form and subject to all conditions provided for in the Instructions to Bidders.
- d. Each bidder will be required to fill out Cherokee Nation - Previous Work History Form.

Wilma P. Mankiller Health Clinic Expansion

- e. Contractor's Qualification Statements, AIA Document A305, with all blanks filled in and properly executed and all requested information attached, shall accompany bid proposal. A financial statement is not required with the qualification statement; however, the bidder may be required to submit a notarized current statement within 72-hours after the bid opening. This AIA Document A305 is not required to be submitted with purchase order bids.
- f. Bidders must submit with each bid a Non -Collusion Affidavit.
- g. Bidders must submit with each bid a Business Relationship Affidavit.
- h. Bid shall be delivered in a sealed envelope clearly marked with project name, name of bidder and bid package number.
- i. Bidder shall include TERO Certification front and back (if applicable)
- j. Bidder shall include CDIB Card (if applicable)
- k. Bidder must submit Certificate of Insurance with each bid

4. Qualifications of Bidder:

The Owner or Construction Manager may make such investigations as he deems necessary to determine ability of the bidder to perform the work, and the bidder shall furnish to the Owner or Construction Manager all such information and data for this purpose as the Owner or Construction Manager may request. The Owner or Construction Manager reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner or Construction Manager that such bidder is properly qualified to carry out the obligation of the Agreement for Construction and to complete the work contemplated therein. Conditional bids may not be accepted.

5. Bid Security:

Each bid must be accompanied by certified check of the bidder, or a bid bond duly executed by the bidder as principal and having as surety thereof a surety company approved by the Owner or Construction Manager, in the amount of five percent (5%) of the bid. Such certified checks or bid bonds will be returned to all except the three lowest bidders within three (3) days after the bid opening, and the remaining checks or bid bonds will be returned promptly after the Owner or Construction Manager and the accepted bidder have executed the Agreement for Construction, or, if no award has been made within ninety (90) days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he or she has not been notified of the acceptance of his bid.

6. Liquidated Damages for Failure to Enter into the Agreement for Construction:

The successful bidder, upon his failure or refusal to execute and deliver the Agreement for Construction and bonds required within ten (10) days after he has received notice of the acceptance of his or her bid, shall forfeit to the Owner or Construction Manager, as liquidated damages for such failure or refusal, the security deposited with his bid.

7. Conditions of Work:

Each bidder must inform himself fully of the conditions relating to construction of the Project and the employment of labor thereon and all **TERO REQUIREMENTS**. It is

mandatory that all bidders visit the site prior to submitting a bid. While the drawings and specifications are intended to indicate the physical scope of the project, each bidder is encouraged to closely examine the site in order to determine the most precise quantities of labor and material required to complete the project. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Agreement. Insofar as possible the Contractor, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other Contractor or **existing building operations**.

It is understood and agreed that the work shall be completed and performed according to the true intent, meaning and spirit of the Contract documents, and should anything be omitted from the Contract documents, which are intended to cover all work necessary to complete the project in a first-class workmanlike manner, then the Contractor shall secure written instructions from the Construction Manager before proceeding with the work affected or to be affected by such omissions and discrepancies.

8. Addenda and Interpretations:

Any question as to meaning or interpretation of plans and specification should be taken up with the Contracting Officer prior to submitting proposals. No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to Tina Jones, Contracting Officer at [Tina.Jones@cnet.com](mailto:Tina.Jones@cnet.com) Questions must be received at least seven (7) working days prior to date fixed for opening of bids. Any and all such interpretations and supplemental instructions will be in the form of a written addenda to the specification. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract documents.

9. Security for Faithful Performance:

Simultaneously with his delivery of the executed Agreement for Construction the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Agreement, for the payments of all persons performing labor on the project under this Agreement and furnishing materials in connection with this Agreement, and for defects in materials and workmanship. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner or Construction Manager and licensed to do business in the State of Oklahoma.

10. Power of Attorney:

Attorneys-in-fact who sign bid bonds or Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

11. Notice of Special Conditions:

Attention is particularly called to those parts of the Contract documents and specifications which deal with the following:

- a. Insurance requirements
- b. Pre-bid Conference

12. Not Used

13. TERO Certified Business Process:

- a. Reference the attached TERO Legislative Act 01-14 dated January 15, 2014. This document is An Act of Amending LA 30-12, "Cherokee Nation Employment Rights Act"
- b. Subcontractors are to EXCLUDE the cost for Section 5; Title 40, § 1011; T. Employee Rights Fee of one-half (½) of one percent (1%) on all covered contracts. This cost will be paid by the Construction Manager.
- c. Subcontractors are required to provide a \$25.00 per day work permit for non-native workers.

14. Sales Tax Exemption:

Owner will pay material invoices direct to supplier for all invoices greater than \$500.00. Subcontractors will be responsible for all other taxes.

15. Examination of Site

Contractor shall set up an appointment with the **Project Manager, Chad Bell at M. Ross, Inc.**, phone **(918)441-8633**, or at email address [chadbell77@hotmail.com](mailto:chadbell77@hotmail.com) to personally examine site, making notes of existing conditions, comparing such with the plans and specifications, and be fully satisfied as to conditions of such before submitting his proposal. No allowance shall be subsequently made to the Contractor by reason of any error on his part.

16. Obligation of Bidder:

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his bid. Bidder must agree to commence work on a date to be specified in a written "Notice to Proceed" of the Construction Manager and to fully complete the project within the number of days specified in the "Instructions to Bidders".

17. Time of Completion and Liquidated Damages:

Bidder must agree to commence work on a date to be specified and must mobilize within 24 hours of a written "Notice to Proceed." Bidder agrees to be substantially complete with the project in accordance with the date(s) included in Construction Manager's project schedule. Projected start date for Concrete is March 1, 2020

BID PROPOSAL

**Wilma P. Mankiller Health Clinic Expansion  
Stilwell, Oklahoma**

BID PACKAGE #: 10A Toilet Compartments, Cubical Specialties, Lockers & Accessories

DATE: \_\_\_\_\_

Proposal of \_\_\_\_\_ (hereinafter called Bidder)

To M. Ross, Inc. ("Construction Manager") and Cherokee Nation Property Management L.L.C. ("Owner").

The Bidder in compliance with your invitation for bids for the Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion in Stilwell, Oklahoma, having examined plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all materials, equipment and labor required to provide all work included in the Cherokee Nation – Wilma P. Mankiller Health Clinic Expansion project in accordance with the Contract Documents within the time set forth therein and at the prices stated below. These prices to cover all expenses incurred in performing the work required under the Contract Documents, of which this proposal is a part.

**Bidder is aware of all Cherokee Nation TERO requirements.** In submitting the bid, it is understood that the right is reserved by the Owner and the Construction Manager to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of *ninety (90)* days after the date of closing of same. Work is to start within Ten (10) days after receipt of NOTICE TO PROCEED. Bidder acknowledges he is aware of \$25.00 per day work permit required for non-native workers.

If the bid is for \$100,000 or more, it shall be accompanied by a certified check or a cashier's check made payable to M. Ross, Inc., or a Corporate Surety Bond of a surety company duly authorized to do business in the State of Oklahoma, in the sum of five percent (5%) of the total amount of the bid (unless otherwise specified in the bid documents which is submitted as bid security, conditioned upon the Bidder's entering into a contract with M. Ross, Inc. in accordance with the terms of the bid. It is agreed that said bid security of the successful bidder will constitute liquidated damages, and not a penalty for the failure of the bidder to enter into a contract in accordance with this bid.

We propose to complete this work in \_\_\_\_\_ calendar days.

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic  
Expansion**

**Material Only PROPOSAL (Optional):**

Bidder agrees to perform all of the above work described in the specifications and shown on the plans for the sum of:

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_ )

**Labor to Install Proposal (Optional):**

Bidder agrees to install all of the above work described in the specifications and shown on the plans for the sum of:

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_ )

**Bond Cost: (Bond is only required if total amount bidding exceeds \$100,000.00)**

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_ )

**ALTERNATE PROPOSALS:** Bidder proposes to perform the substitutions, omissions or changes required by the following alternates or any alternates that may be required by addenda for the following:

If required by Bid Package, include alternate proposal on a separate page with Bid Form.

**UNIT COST:** Additional work shall be performed on express authorization from the Construction Manager for the following unit cost prices:

If required by Bid Package, include unit cost pricing on a separate page with Bid Form.

**TIME OF COMPLETION:** Bidder agrees to prosecute the work with diligence and to maintain the job construction schedule and complete the work within the time as defined by "Instructions to Bidders," Paragraph 16.

**EXTRAS:** The undersigned Contractor agrees to furnish all materials, equipment and labor for additional work ordered by the Construction Manager for which no pre-agreed price has been fixed, for the net cost of all materials, equipment and labor directly attributable to the additional work furnished, plus a maximum of ten percent (10%) for overhead and profit which may be applied to the cost of the work provided by the Contractor. The Contractor may apply a maximum of ten percent (10%) for overhead and profit to the cost of work performed by subcontractors.

All submittals are to be turned in to M. Ross, Inc. with 2 weeks of NOTICE TO PROCEED.

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic  
Expansion**

Bidder understands that the Owner or Construction Manager reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the actual date of the opening of bids.

Upon receipt of written notice of the acceptance of his bid, bidder will execute the formal Agreement for Construction attached within ten (10) days and deliver a Surety Bond or Bonds as required. The bid security attached in the sum of

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Dollars (\$\_\_\_\_\_ ) is to become the property of the Construction Manager in the event the Agreement for Construction and Bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Construction Manager caused thereby.

Bidder has examined copies of all contract documents and of the following addenda:

<b>Number of addenda</b>	<b>Date of addenda</b>
_____	_____
_____	_____
_____	_____
_____	_____

<b>Number of CM Clarification</b>	<b>Date CM Clarification</b>
_____	_____
_____	_____
_____	_____
_____	_____

**Alternates:** (Note see addendum for complete alternate description and scope)

**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic  
Expansion**

This bid is submitted as a legal offer and any bid when accepted by the Construction Manager constitutes a firm contract.

The Bidder certifies that they are an Equal Employment Opportunity Employer and that they do not discriminate in any of their business or employment practices.

Respectfully submitted:

Company Name: \_\_\_\_\_

Type of Company    \_\_\_ Individual    \_\_\_ Corporation    \_\_\_ Partnership    \_\_\_ Joint Venture

Business Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

By: \_\_\_\_\_

Typed or Printed Name

Title: \_\_\_\_\_

Typed or Printed Title

Signature: \_\_\_\_\_

(Seal - if bid is by a Corporation)

Communication concerning this bid shall be addressed to:

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile Telephone: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Federal Employers Identification Number: \_\_\_\_\_

e-mail Address: \_\_\_\_\_



**Cherokee Nation Property Management L.L.C. – Wilma P. Mankiller Health Clinic  
Expansion**

**Bidders Checklist:**

The following documents are to be attached to and made a condition of this bid. Please mark in the column provided to verify inclusion of documents.

	<u>Bidder</u>
a. Required bid security in the form of (bond, or check, 5% of bid).	_____
b. Cherokee Nation - Previous Work History Form	_____
c. Contractor's Qualification Statement (AIA A305) with support documentation (Financials will be requested from successful bidder only)	_____
d. Non-collusion Affidavit	_____
e. Business Relationship Affidavit	_____
f. Sealed envelope clearly marked with Project name, bidder, and bid package No.	_____
g. Certificate of Insurance	_____
h. Copy of TERO Certification (if applicable)	_____
i. Copy of CDIB Card (if applicable)	_____
j. USB Thumb Drive with electronic version of bid	_____
k. Sample of your companies change order request form	_____

**Wilma P. Mankiller Health Center Expansion  
Stilwell, Oklahoma**

**WORK PACKAGE # 10A  
Toilet Compartments, Cubical Specialties, Lockers & Accessories**

**SCOPE SUMMARY:**

DIVISION: 0	- Procurement and Contracting Requirements	As Applicable;
DIVISION: 1	- GENERAL REQUIREMENTS	As Applicable;
SECTION: 102113	- PLASTIC TOILET COMPARTMENTS	Complete;
SECTION: 102813	- TOILET ACCESSORIES	Complete;
SECTION: 102115	- Cubical Specialties	Complete;
SECTION: 104400	- Fire Protection Specialties	Complete;
SECTION: 105113	- Metal Lockers	Complete;

In the event of a conflict or ambiguity between the following “clarifications” to the scope of Work and the contract documents, the contract documents shall control. The following “Scope Clarifications” are intended to emphasize, amplify, and clarify the Work of this package, and do not supersede the contract documents or in any way list every item of work required by the contract documents for Work of this package.

**Terminology**

Contractor shall mean work package Bidder.  
Construction Manager shall mean M. Ross, Inc..

**GENERAL SCOPE OF WORK INCLUSIONS:**

Includes, but is not limited to, providing all the necessary labor, materials, tools, supplies, supervision, insurance, equipment, scaffolding, hoisting, fees, etc. necessary to provide the Bid Package 10A – Toilet Compartments and Accessories for the Cherokee **Wilma P. Mankiller Health Clinic Expansion** - located at 471688 HWY 51 Stilwell, OK 74960, in accordance with the Contract Documents. It is further understood and agreed that this Work Package also includes the furnishing and installation of the below listed items regardless of whether or not they are in the listed specification section(s) or any other specification section(s), or shown on the plans. Drawing and detail references are provided for reference only and are not to be considered as all inclusive of Contract Documents for the particular items referenced. (Please note: The word “provide” when used herein shall mean furnish and install completely, including all costs for labor, materials, equipment, hoisting, layout, scaffolding, ladders, staging, tools, rigging and any other facilities necessary to complete the work”.)

1. Include in pricing any and all mobilizations that may be required due to phasing or any other tasks that may be required to be completed at a later date
2. Before bidding on this project, make sure that all questions are sent in writing. Thoroughly look through the plans and specifications to make sure that all materials are covered in your bid unless they are shown to be excluded in the “Scope of Work Exclusions” section
3. All Cubicle and Shower Curtains (Curtain Fabric, Curtain Track, Curtain Carrier, ETC...)
- 4.
5. All toilet accessories, including those scheduled and any shown on plan or details and elevations or as noted.
6. All toilet accessories as specified brand and type of accessories.
7. All toilet compartments as specified brand and type of accessories.

**Wilma P. Mankiller Health Center Expansion**  
**BID PACKAGE # 10A – Toilet Compartments and Accessories**

8. Field measure all toilet compartments before releasing fabrication. Do not base sizes off of plans.
9. All framed mirrors in sizes as indicated
10. All combination paper towel and waste units
11. All grab bars
12. All towel bars
13. All robe and coat hooks
14. All mop racks and shelves
15. All utility room accessories
16. All miscellaneous accessory types as shown or noted
17. Furnish grab bar anchor plates as specified. Additionally provide details and manufacturers information as to type and locations of any required accessory backing, along with template details
18. Provide all mounting devices, screws, bolts, etc... required for proper installation and color matching to which the items that they are supporting.
19. Coordinate with installer for mounting instructions etc.
20. All freight, packing, protection, and associated cost to deliver all components, FOB jobsite.
21. All bracket mounted extinguishers as specified and indicated.
22. All extinguishers and cabinets, including markings/tagging which comply with local code and Fire Marshall's requirements.
23. Extinguishers shall have inspection tags valid during and through warranty period.
24. All submittals and samples complete as required.
25. All finishes indicated and required, complete.
26. All freight, packing, protection, and associated cost to deliver all components, FOB jobsite.
27. All Metal Lockers and supplementary items necessary to complete their installation.

**General Items:**

**Safety:**

1. Comply with Construction Manager's Safety Policies and Insurance Requirements.
2. Submit Daily Project Reports to M. Ross, Inc. daily, while on site.
3. Participate in and submit weekly safety audits as required by the Construction Manager.
4. Hard Hats, eye protection, & high visibility vests are required at all times while on site.
5. In addition to other safety requirements required elsewhere in this bid package, this contractor shall replace or restore all safety rails, guards, fences or the like, which are temporarily removed or damaged by and for the Work of this package.

**Project Coordination:**

6. Provide mandatory on-site Subcontractor supervision while work is being performed.
7. If Work involves demolition of items to be salvaged and turned over to the Owner; Bidder shall remove, load, transfer and unload all salvaged items to and at locations designated by the Owner.
8. Coordinate all work with the Construction Manager to avoid delay and/or interference with other work and to ensure minimum interference with vehicular or pedestrian traffic and to permit unencumbered access to site and adjacent properties.
9. Subcontractor shall conform to Construction Manager's work hours. Normal work hours are 7:30 am to 4:00 pm or as otherwise required per schedule or by Cherokee Nation. Additionally, all weather delays, coordination conflicts and work congestion delays are considered normal delays; as such, all normal delays will be made up on Saturday and Sunday.
10. Provide manpower and equipment mobilizations/remobilizations as required for the work in accordance with project schedule including all phasing and interim milestone dates.

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11. Subcontractor in performance of this work agrees to cooperate and work harmoniously with other trades to achieve all interim and final completion dates and to coordinate the work to avoid compression (to the extent possible) for the benefit of all trades.
12. Provide as applicable to the work, all identification requirements including charting, tagging, labeling, marking tape and trace wires, stenciling and painting as specified, indicated, and/or required by Cherokee Nation and jurisdictional authorities.
13. Subcontractor shall include daily cleanup of all waste and debris generated by their work, their employees, sub-tier subcontractors and suppliers. All waste shall be accumulated, removed, broken down, compacted, bundled and deposited at Subcontractors Expense. Subcontractor shall employ (as necessary) adequate personnel whose sole responsibility is the performance of clean-up described herein.
14. Additionally, each subcontractor will also be responsible for contributing personnel to a composite clean-up crew. This will not supersede daily clean-up as stipulated above. Crew 5-10 – 1, Crew 11-20 – 2, Crew 21-40 – 3, Crew 41 and above - 4
15. Provide, Schedule and coordinate with CM all required testing requirements including providing assistance, access, obtaining samples and data gathering, as required. All field testing and cost thereof for geotechnical, concrete, asphalt, masonry and structural steel is provided by others. Costs for all retesting due to failed tests and Subcontractor unpreparedness for tests, will be paid by this Work Package Subcontractor.
16. Provide as applicable to the scope of this Work package, all required factory or field testing, and systems including cleaning, disinfection, sterilization, and certifications as specified, indicated and/or as required and necessary by jurisdictional authorities for the Work.
17. Furnish, install and remove upon completion, all temporary protection for protecting existing or new improvements (whether public or private), work of other trades, stored materials, floors, and/or building finishes from damage from Work activities. Restore areas to new condition per documents and/or as required by the Cherokee Nation, the CM or jurisdictional authorities to new condition immediately following completion of the Work.
18. Provide and mark as applicable to the Work, all existing underground utility locations. Damage and repair to existing utilities resulting from the Work will be the responsibility of the Subcontractor.
19. Provide all field engineering and layout from benchmarks and base building control. Benchmarks and baseline control is furnished by others. This contractor is responsible for replacement of any damaged benchmarks, base line control, or layout work of other trades/packages damaged or destroyed by the work of this subcontractor.
20. Provide all required dewatering, pumping, bailing, squeegeing, mopping, fans, etc. necessary to keep all work areas free of water during performance of Work. All discharge shall be in accordance with EPA guidelines or other more stringent jurisdictional and/or Owner requirements. Protect all existing and new finished surfaces from rutting, dirt, debris, stain, mold and repair all damage resulting from standing or discharged water.
21. Provide all temporary shoring and bracing that may be required for work of this package including all engineering, design and calculations stamped by a registered engineer in the State of Oklahoma. All costs and fees therefore as required are to be included as a portion of the bid. Provide all hoisting as necessary, material transportation, dunnage, rigging, loading and unloading, etc. as required for the work of this bid package.
22. Provide, arrange, obtain and pay for all licenses, taps, connections, meters and appurtenances including all cutting and patching, testing, inspections, approvals and certifications.
23. All deliveries are to be coordinated through M. Ross, Inc. and may be restricted to nights or weekends to avoid traffic or hospital disruptions. All deliveries shall be prescheduled with M. Ross, Inc. to ensure that construction access is available when needed (Subcontractor is to cooperate, and work harmoniously with other trades to avoid delivery delays). Additionally, Subcontractor must have adequate flagmen where required to position truck(s) for unloading and to control traffic during truck positioning. All deliveries and components must be sized to fit within the designated

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construction entrances.

24. All work in existing building and work outside of construction zones where work is to be performed areas must be pre-scheduled through M. Ross, Inc. as specified, including a minimum 14 working days advanced scheduling (or longer if so specified). All areas outside of construction zones will remain operational and hard temporary partitions (drywall) are to be avoided and will not be installed.
25. Provide all safety requirements including traffic and pedestrian control (i.e. signage, barricades, flashers, etc.), traffic covers, flagmen and flagging, etc. in conjunction with Work whether on public or private property for the prosecution and completion of this work scope.
26. Attend weekly on-site Supervisors, foreman, safety meetings, etc. as required by the Construction Manager.
27. If applicable, provide all fuel for fuel storage tanks (fuel oil, diesel, etc.) as required for all start-up, testing and commissioning for all permanent power generating equipment indicated. Upon turnover to Owner, provide full (completely filled) fuel storage containers with appropriate fuels.
28. As applicable to the Work, provide all attic stock, extra materials, chemicals, special tools, filters, testing equipment, etc. as indicated, specified, as required.

**Administrative:**

29. Subcontractor will be responsible for timely submission of all submittals including but not limited to: daily reports, shop drawings, licenses, certificates, permits, manifests, samples, product data sheets, MSDS information, LEED requirements and all other submittals required by Contract Documents. Note: furnish the required number of copies including electronic copies of all submittals in quantities as determined by the CM.
30. Subcontractor agrees to diligently process submittals, expedite material deliveries and to supply required manpower and resources to complete work in accordance with M. Ross, Inc.' master schedule including all individual milestone dates, Owner equipment installation dates, and Owner's completion date. If progress by Subcontractor is inadequate, M. Ross, Inc. may direct Subcontractor to immediately remedy scheduling inadequacies at no additional cost to M. Ross, Inc. or the Owner.
31. Provide all mock-ups as indicated and required,
32. Provide all licenses, permits, fees, and certifications and arrange for inspections and tests as required for the work. (Coordinate all inspections and tests through Construction Manager).
33. General building permit and payment for the required fee is provided by others, however, Subcontractor except as otherwise indicated, shall provide, arrange, obtain and pay for all other required permits including trade, Infrastructure Development Process, and/or similar specialty permits required by jurisdictional authorities.
34. Provide, arrange, obtain and pay for all licenses, taps, connections, meters and appurtenances, all cutting and patching, testing, inspections, approvals and certifications, safety requirements, traffic and pedestrian control (i.e. signage, barricades, flashers, etc.), traffic covers, flagmen and flagging, etc. in conjunction with Work whether on public or private property for the prosecution and completion of this work scope
35. Submit to the Construction Manager a self-performed, typewritten pre-punch listing of items of work including for any embedded, concealed, in-wall, and/or above ceilings as part of this contractor's quality control procedures.
36. Subcontractor is responsible for all applicable federal, state, municipal and local sales and use taxes. (There will be no sales taxes for materials. All material suppliers will be set up as vendor and paid directly by owner.)
37. Provide all warranties and specialty as specified.
38. Schedule of Values and Applications for Payment shall be broken down as required by the Owner and/or the Construction Manager.

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39. Contractors, subcontractors and lower tier subcontractors and suppliers lien releases must be received monthly prior to processing of the following months application for payment. Additionally, provide all required reports, certifications, etc. as indicated above. Upon 80% of total billing, Subcontract shall submit all close-out documents. If close-out documents are not submitted at 80%, Subcontractor shall not be paid until close-out documents are submitted in form and format (hardcopies and electronic media) as required.
40. Provide all test and balance, start-up, and commissioning reports, Owner training information, record drawings (pdf), O&M manuals, etc. as required and specified. All close-out information is to be submitted as one package.
41. Costs for performance and payment bonds shall be stated separately as an add to your base bid and any applicable alternates or unit prices. All base bids, or combination Base Bid and any Alternate, of \$100,000 or above will require Performance and Payment Bonds.
42. The terms and conditions contained in the following documents, including General Provisions – Article 2.5, Indemnification as included with the contract documents; are incorporated herein by reference as if fully written out;
  - M. Ross, Inc. General Provisions for Subcontracts
  - Exhibit “B” Subcontract Performance and Payment Bonds
  - Exhibit “C” Subcontractors Minimum Insurance Requirements
  - Exhibit “D” of Subcontract;
  - Exhibit “E” Indemnification;
  - Exhibit “F” Schedule

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**INSURANCE REQUIREMENTS**

Advisor will carry or cause to be carried and maintained in force throughout the entire term of this Agreement insurance coverage as described below with insurance companies acceptable to CNE. The limits set forth below are minimum limits and will not be construed to limit Advisor's liability. All costs and deductible amounts will be for the sole account of Advisor.

(A) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of \$1,000,000 each occurrence, and annual aggregates of \$2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted.

(B) Automobile Liability insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.

(C) Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Advisor is required by such laws to maintain such insurance, and Employer's Liability with limits of \$500,000 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

In each of the above described policies, Advisor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against CNE its parent, subsidiary, or affiliated companies.

Under the policies described in (B) and (C) above, CNE its parent, subsidiary and affiliated companies will be named as additional insured. The policies described in (B) and (C) above will include the following "other insurance" amendment: "This insurance is primary insurance with respect to CNE its parent, subsidiary and affiliated companies, and any other insurance maintained by CNE its parent, subsidiary or affiliated companies is excess and not contributory with this insurance."

At least ten (10) days prior to the start of service, Advisor will deliver to CNE certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverage required above. In the event coverage is denied or reimbursement of a properly presented claim is disputed by the carrier for insurance provided in subsections (A) through (C) above, Advisor shall, upon written request, provide CNE with a certified copy of the involved insurance policy or policies within ten (10) business days of receipt of such request.

**SCOPE OF WORK EXCLUSIONS:**

1. Blocking in walls for toilet partitions, grab bars, and lockers
2. Corner and end guards



BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with any other party to the project as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director or any other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_





## **Code of Conduct for Cherokee Nation Businesses Jobsites**

Cherokee Nation Businesses (CNB) intention is to provide a job site that does not disrupt everyday life and that every Cherokee citizen will be proud to have in their city.

“To Our Contractors and Their Subs:

Cherokee Nation Businesses wants to ensure that the professionals who work on Cherokee Nation Businesses facilities and the jobs they perform deserve our respect. Cherokee Nation Businesses encourages contractors to read and review how these Codes apply to you and your team and expects all contractors to inform and make available this Code of Conduct, as it applies to all who work for Cherokee Nation Businesses.

### **Working for Cherokee Nation Businesses**

Each worker must agree to this Code in writing prior to working on any Cherokee Nation Businesses construction projects. The agreement is to be turned over to the CNE project manager their first work day on the job site.

### **Objective**

To provide a safe, respectable, and professional working environment for everyone on the construction team, Claremore community, and citizens of the Cherokee Nation through the established guidelines for construction site team members.

1. While working on any Cherokee Nation Businesses project, any findings of possible artifacts shall be left in the place discovered, undisturbed, and reported to the CNE project manager immediately. All work around the finding will stop until the project manager makes a determination as to what the next course of action will be and will notify the contractor.
2. CNB requires that all properties under construction and surrounding properties that have been affected by the CNB construction project (building, lawn, and entire job-site) be left in better condition than you found it. Treat the Cherokee Nation’s property better than your own.
3. Smoking is STRICTLY PROHIBITED on Cherokee Nation Businesses construction projects at all times (indoors and outdoors). Smoking at lunch, or during break, must be confined to off the construction site premises or inside your vehicle. Under no circumstances shall smoking debris (butts) be discarded on the ground. Take them with you!
4. Bathroom facilities shall be respected and not abused, and the facilities shall be left as clean as, or cleaner than found. Designated temporary restrooms (porta-potty) will be provided for certain job-sites. Anyone reported using the restroom in public (e.g. behind a building, near a tree) will be asked to leave the site immediately.
5. Finished floors in or paths of access/egress shall be covered for protection.
6. Job site shall be left broom-clean at the end of each work day. Debris shall be cleaned up and excess debris removed from site. All trades are responsible for the removal of the own debris on a daily basis.
7. At the conclusion of each work day, tools shall be disconnected, placed in a designated area, and the customer notified accordingly. Every precaution shall be made to prevent outside parties from accessing tools or dangerous items.
8. Profanity is STRICTLY PROHIBITED on or near Cherokee Nation job-sites and property. Expect that all things spoken can be overheard by others at all times.
9. Service entrances shall be used whenever possible. Front doors and formal rooms shall be avoided whenever possible.
10. Children shall not be allowed on job sites at any time.
11. Whenever possible and practicable, construction vehicles shall be parked on or in designated parking areas in such a fashion as to not obstruct owner’s access or egress to property. However, unloading activity is permitted and shall be completed as expeditiously as possible.

12. Offensive clothing (revealing, dirty or containing offensive graphics or language) is prohibited at all times. Inappropriate messages or images will not be tolerated on T-shirts, hard hats, tool boxes etc. Construction personnel will be required to cover any existing offensive material.
13. Food debris and wrappers from breaks and lunch shall be immediately placed in appropriate containers.
14. All changes in the scope of work are to be immediately reported to a construction representative of Cherokee Nation Businesses and are not to be executed without approval from a Cherokee Nation Businesses representative (Project Manager).
15. Anyone that visits a Cherokee Nation Businesses job site are to be formally addressed (e.g. Mr. Smith, Ms. Smith) unless specifically directed otherwise by visitor. Projects are subject to visits by Cherokee Nation council members, CNB board members and CNB executive management at any time.
16. Use or possession of illegal drugs or alcoholic beverages is STRICTLY PROHIBITED at all times during the work day. All Cherokee Nation Businesses job sites and facilities are drug, alcohol and tobacco free workplaces. Drug, alcohol and/or tobacco use at any time while working on CNB projects shall be grounds for IMMEDIATE DISMISSAL! Smokeless tobacco and spitting are prohibited too.
17. All job sites shall be secured at the end of each work day. The job site will not be left unattended by construction personnel if it's unlocked and/or unsecured. The CNB project manager must be notified if the site cannot be locked and secured. Once the job site is locked and secured all parties involved can leave the job site.
18. Proper work attire will be worn at all times by construction personnel. No shorts are allowed. Shirts without sleeves are not allowed.
19. Precautions will need to be made to prevent any damage to existing buildings and site facilities. Workers need to remember that the residents of the adjacent buildings are members of the community and Cherokee citizens. How the construction project affects their daily life will be taken into consideration.
20. Construction workers will carry out their work activities and avoid impacts (dirt, mud, wet concrete) to the personal property of the community and Cherokee Nation Businesses. Any impacts that affect personal property will need to be taken care of immediately to ensure there is no change in preconstruction appearance.
21. Construction personnel will be required to contact the CNB project manager when personal property is in the way of construction activities. Only in the case of life threatening situation should workers be permitted to handle or remove personal property.
22. Entry into adjacent occupied and unoccupied buildings is strictly prohibited unless otherwise determined by CNB project manager or property owner.
23. All construction team members should meet their responsibility to their fellow workmates and contractors by arriving on time fit for work.
24. Contractors should ensure that members of their team strictly adhere to break times and lunch periods allowed in their contract(s) and agreement(s).
25. Contractors maintain consistent productive work, keep idle time to a minimum, and make every effort to eliminate unnecessary disruptions on the job that can cause delays in schedule. Slowdowns and delays of any kind utilized to extend jobs or produce overtime will not be tolerated.
26. Any outside activities that cast Cherokee Nation Businesses, and/or affiliates in a negative light will not be tolerated and are grounds for dismissal.
27. Every effort shall be made by the contractor to make sure that proper safety equipment and methods are met every day they are on site.
28. NO ONE will be allowed to solicit funds on any CNB project or job without prior approval.
29. Personal calls are not to be made on any construction project site except for emergencies, during

official lunch and break periods designated by the contractor.

30. Merchandise is not to be sold on or near the job site at any time.

31. Construction companies working for the Cherokee Nation Businesses and affiliates shall ensure there are an appropriate number of employees on the job site to perform the work efficiently, economically, and safely.

The Code of Conduct is set in place to ensure a positive representation of Cherokee Nation Businesses.